

REQUEST FOR PROPOSALS (RFP)

FOR

LEASE OF REAL PROPERTY FOR WIRELESS TELECOMMUNICATIONS FACILITY

RFP NUMBER 2021-08



ISSUE DATE: August 30, 2021

ISSUED BY: TOWN OF WILTON
238 DANBURY ROAD
WILTON, CT 06897

INQUIRIES: MICHAEL WRINN, DIRECTOR OF PLANNING & LAND
USE MANAGEMENT
PHONE: 203-563-0185
EMAIL: MICHAEL.WRINN@WILTONCT.ORG

SUBMISSION
DEADLINE: MONDAY, September 20, 2021, 11:00 AM

TABLE OF CONTENTS

LEASE OF REAL PROPERTY FOR WIRELESS TELECOMMUNICATIONS FACILITY

RFP NUMBER 2021-08

INVITATION TO BID	3
NOTICE TO BIDDERS.....	4
PROJECT OVERVIEW AND BACKGROUND.....	5
SPECIFIC REQUIREMENTS.....	5
MINIMUM REQUIREMENTS	6
GENERAL CONDITIONS	7
BID FORM	13



INVITATION TO BID

August 30, 2021

Sealed bids for the RFP - LEASE OF REAL PROPERTY FOR WIRELESS TELECOMMUNICATIONS FACILITY, RFP NO. 2021-08 will be received by the Town of Wilton until 11:00 A.M., MONDAY, September 20, 2021 per the attached Notice to Bidders. No bids will be received after that hour.

Bids shall be rendered on the Bid Form provided and shall state clearly any exceptions to the Specific Requirements, Minimum Requirements and General Conditions. If required, clarification of the Specific Requirements, Minimum Requirements and General Conditions may be obtained via email by contacting the Town's Director of Planning & Land Use Management, Michael Wrinn, at michael.wrinn@wiltonct.org. To receive consideration, such **questions** must be received by MONDAY, September 13, 2021 at 11:00 A. M.

All bids are to be addressed to the Town of Wilton, First Selectwoman's Office, Town Hall, 238 Danbury Road, Wilton, CT 06897 in a sealed envelope, which is clearly labeled: RFP - LEASE OF REAL PROPERTY FOR WIRELESS TELECOMMUNICATIONS FACILITY.

We hope to entertain a bid from your firm on that date.

Sincerely,

Michael Wrinn, Director of
Planning & Land Use Management

**TOWN OF WILTON
NOTICE TO BIDDERS
RFP NUMBER 2021-08**

Sealed bids for LEASE OF REAL PROPERTY FOR WIRELESS TELECOMMUNICATIONS FACILITY will be received by the Town of Wilton until 11:00 A.M., MONDAY, September 20, 2021. No bids will be received after that hour. Bid opening will take place in a TOWN HALL CONFERENCE ROOM IMMEDIATELY THEREAFTER.

Copies of the RFP documents and information may be obtained by downloading directly from the Town of Wilton's website **www.wiltonct.org/bids**.

All bids are to be addressed to Town of Wilton, First Selectwoman's Office, Town Hall, 238 Danbury Road, Wilton, CT 06897 in a sealed envelope, which is clearly marked: RFP - LEASE OF REAL PROPERTY FOR WIRELESS TELECOMMUNICATIONS FACILITY.

Each bidder shall submit (1) one original and (2) two printed copies plus one (1) e-copy via USB Drive / memory stick of its bid.

The Town of Wilton is an Affirmative Action/Equal Opportunity Employer.

Bidders shall comply with State mandated Guidelines, Equal Opportunity Employment Practices, and Safety and Health Regulations.

Oral, telephone and FAX responses will NOT be considered. A bidder may not withdraw a bid within ninety (90) days of the bid opening.

The Town reserves the right to reject any, or any part of or all bids for any reason; to waive informalities and technicalities; and to accept the bid which the Town deems to be in its best interest, whether or not it is the highest bid. The Town reserves the right to review the bids and reject all bids or take no action or elect not to select any bid. The Town reserves the right to cancel the RFP at any time and to reissue this or a substitute RFP at a later date. The Town reserves the right to review the bids and decide not to undertake the project. In its sole discretion and without prejudice, the Town will award a contract to the Bidder that the Town feels is best suited to enter into a lease with the Town and construct a suitable wireless telecommunications facility. The RFP does not constitute a contract or offer of employment.

Michael Wrinn, Director of Planning & Land Use
Management
August 30, 2021

**TOWN OF WILTON
RFP NUMBER 2021-08
LEASE OF REAL PROPERTY FOR WIRELESS
TELECOMMUNICATIONS FACILITY**

PROJECT OVERVIEW AND BACKGROUND

The Town of Wilton, Connecticut, requests sealed proposals from qualified companies for a lease agreement for a portion of the certain Town-owned real property situated at the Town School Bus Depot, with an address of 180 School Road, Wilton, Connecticut, together with a non-exclusive right of reasonable access thereto and to the closest source of electric and telephone facilities for the sole purpose of constructing, installing, operating, maintaining and repairing a cellular/wireless telecommunications facility to provide personal communications services, including a telecommunications tower, antennas, an equipment pad or shelter, cables, transmission and utility wires, poles, conduits, pipes, accessories and related equipment and improvements. Under the lease agreement, the Town of Wilton will continue to own the land, the lessee/tenant will own the telecommunications structures and equipment, and the lessee/tenant will use the equipment compound on the land exclusively for the wireless telecommunications facility.

SPECIFIC REQUIREMENTS

Proposals should include a survey or engineering drawings showing: (a) the area of the School Bus Depot, the location of the proposed tower and equipment compound (which shall not exceed 3,600 square feet) and all access easements; and (b) an elevation drawing showing the proposed tower and all other structures to be constructed within the equipment compound.

Each bidder shall examine the subject property to familiarize itself with the property and with the requirements of this RFP and to prepare its proposal in a thorough manner. **Bidders are advised that access to the property is restricted. Entering the School Bus Depot area without the prior written authorization of the Town's Director of Public Works & Facilities is strictly prohibited. Bidders wishing to visit and/or inspect the property must make arrangements in advance with the Town's Director of Public Works & Facilities, Chris Burney, at 203-563-0152, E-mail: chris.burney@wiltonct.org.**

Each bidder shall propose a form of lease agreement pursuant to which the Town will lease a portion of the property to the bidder (hereafter sometimes also referred to as, the "Developer") for construction of the wireless telecommunications facility.

The lease agreement should describe the location of the facility, the enclosed equipment compound and/or equipment pad, and the non-exclusive right of reasonable access thereto and to the closest source of electric and telephone facilities.

The lease agreement must include provisions pursuant to which the Developer agrees to allow the Town to use the tower and equipment for municipal services free of charge, and to cooperate with and accommodate the Town's fire, police, EMS and/or highway department or any other municipal department that elects to install equipment on or about the tower.

The lease agreement must contain provisions pursuant to which the Town would retain usage of the tower for its municipal telecommunications equipment if the tower is sold or subleased. In no event, including but not limited to a sublease, shall there be any interference with Town's right to locate municipal telecommunications equipment on the tower. The lease agreement must contain provisions pursuant to which the Town has the option and right, upon termination or expiration of the lease agreement, to require the Developer to transfer the tower and ground structures to the Town for no cost / nominal consideration.

In addition to the above items, each bidder shall submit, as part of its proposal, the following:

- A letter of transmittal signed by an individual authorized to negotiate for and contractually bind the bidder, stating that the proposal is effective for at least ninety (90) calendar days from the date of opening of the proposals.
- An explicit statement of intent that the bidder shall comply with all Town ordinances, rules and regulations in the implementation of the project.
- Information that the bidder has the financial capability to construct, install, operate, maintain and repair the proposed telecommunications facility, including without limitation a copy of the audited financial statements for the bidder's two most recent fiscal years.
- A fully executed and completed Bid Form.
- The name, address, telephone number and job title of the individual who will be the bidder's contact person.
- The name, telephone number and function of all consultants that the bidder intends to retain or use in connection with the project.
- The rent, colocation fee sharing percentage and other consideration that the bidder proposes to pay to the Town under the lease agreement.

MINIMUM REQUIREMENTS

The Town will reject bids, which do not meet the following requirements.

1. The bid must be delivered to the First Selectman's office before the submission deadline.
2. Bidder must be a company with demonstrated experience in the construction and management of wireless telecommunications facilities in the State of Connecticut.
3. Bidder must identify the name of the firm and any firms who will work as subcontractors as well as the date(s) of formation/incorporation, address(es) of nearest office(s) and names of principal owners.
4. Bidder must identify a project manager or lead consultant who will be the Town's point of contact and be responsible coordinating the firm's work.
5. Bidder must submit information that clearly demonstrates the firm's qualifications to construct a wireless telecommunications facility including a complete list of wireless telecommunications facilities completed and operational within the State of Connecticut.
6. Bidder must state in writing whether or not there are any potential conflicts of interest that exist vis a vis entering into a lease agreement with the Town and identify any such potential conflicts of interest.
7. Bidder must submit a list of all Connecticut municipalities with which the bidder has entered into a contract or lease agreement for the construction of a wireless telecommunications facility on land owned by the municipality within the past ten years, including the following.
 - Name of town or city
 - Telephone number and e-mail address of the town or city's project coordinator
 - Street address of wireless telecommunications facility
 - Operational date of wireless telecommunications facility

The Town reserves the right to contact the bidder's references. By submitting a bid, the bidder authorizes the Town to contact its references.

8. Bidder must submit a project schedule, including a proposed timeline for the project, including at least the following: commencement of payments to the Town under the lease agreement; commencement and completion of governmental approvals / permitting; commencement of construction; completion of construction; and operational date.

GENERAL CONDITIONS

1. **PREPARATION OF BIDS.** A Bid Form will be furnished by the Town. Bidder is

required to use the Bid Form to submit its bid. All blank spaces must be filled out and no changes shall be made to the Bid Form. Bidder shall sign its Bid Form in the blank spaces provided. Supplementary narratives, information, drawings and documentation should be attached to the Bid Form. If the bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be indicated together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be acknowledged by one of the partners, if made by a corporation, by one of the officers.

2. **EXEMPTION FROM TAXES.** Purchases made by the Town of Wilton are exempt from payment of Federal Taxes and Connecticut Sales and Use Taxes. Such taxes must not be included in the bid price of all items or materials permanently incorporated into the work or furnished to the Town.
3. **SUBMISSION OF BIDS.** Each bid submitted must be enclosed in a sealed envelope. The envelope shall bear the name and address of the Bidder. All bids are to be addressed to Town of Wilton, First Selectman's Office, Town Hall, 238 Danbury Road, Wilton, CT 06897 in a sealed envelope, which is clearly marked: RFP – LEASE OF REAL PROPERTY FOR WIRELESS TELECOMMUNICATIONS FACILITY.
4. **RECEIPT OF BIDS.** Bid Forms will be received until the submission deadline.
5. **WITHDRAWAL OF BIDS.** The Bidder may withdraw any bid prior to the submission deadline, provided the Bidder's request for the withdrawal is delivered to the Town's Director of Planning & Land Use Management before the bids are opened. No Bidder may withdraw its bid within ninety (90) days after date of opening thereof.
6. **OBLIGATION OF THE BIDDER.** At the time of the opening of the bids, each bidder will be presumed to be familiar with the RFP's Specific Requirements, Minimum Requirements and General Conditions, and to have read and be thoroughly familiar with the RFP's Specific Requirements, Minimum Requirements and General Conditions, and no allowance will be made for failure to have done so.
7. **ADDENDA AND FINANCIAL RESOURCES.**
 - a) The Town reserves the right to issue addenda at any time prior to the submission deadline. All addenda will become part of this RFP. Each bidder should cover the addenda in its bid and acknowledge receipt of the addenda on the blanks provided therefore. It is the bidders' responsibility to access the Town's website or contact the Town for any addenda that may be issued in conjunction with this RFP.
 - b) The Town reserves the right to require any or all bidders to submit statements as to financial resources available for the project. The mere opening and reading aloud of a bid shall not constitute or imply the Town's acceptance of the suitability of a bidder or the bid. The competency and responsibility of bidders as well as the number of working days required for completion will be considered in making an award.

8. INQUIRIES AND ADDENDA.

- a) All technical inquiries regarding this RFP will be answered up to **11:00 a.m. on Monday, September 13, 2021** after which time no additional questions will be accepted. Technical inquiries should be addressed to **Michael Wrinn**, at ***michael.wrinn@wiltonct.org***. Answers to questions will be made available in writing by email and posted as an addendum on the Town web site.
- b) To communicate with any or all the bidders to clarify the provisions of this RFP, the Town reserves the right to request additional information from any bidder at any time after bids are opened.
- c) It is the sole responsibility of a bidder to verify any addenda that may have been issued relating to this RFP prior to submission of a bid. Any notice of addendum will be published on the Town's website: ***www.wiltonct.org/bids***. Submission of a bid that does not address any changes or addenda may result in disqualification of a bid.

9. INSURANCE. The successful bidder shall obtain the insurance coverages described below and maintain such coverages for the duration of the project, from a company or companies with an A.M. Best rating of A- (VII) or better. The insurance shall protect the Town from claims that may arise out of or result from the successful bidder's obligations or from the obligations of any subcontractor or any other person or entity directly or indirectly employed by the successful bidder or by anyone for whose acts said successful bidder may be liable. The successful bidder must require that all sub-contractors, agents and assigns procure and maintain sufficient insurance protection. The successful bidder shall not commence work until all insurance required of the successful bidder has been procured and approved by the Town. For each policy, the successful bidder shall provide the Town with certificates of insurance. The successful bidder shall provide updated certificates of insurance at least 30 days before any renewal of any such coverage. The certificates shall require notice of cancellation to the Town according to policy provisions.

a. Workers Compensation: The successful Bidder shall provide workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation. Full compliance with the United States Longshoremen's and Harbor Workers' Compensation Act and the Jones Act is required where applicable.

b. Commercial General Liability Insurance: The successful Bidder shall provide commercial general liability insurance including products and completed operations and including XCU coverage if applicable. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and

completed operations); Products and completed operations aggregate limit of \$2,000,000. Coverage will continue three years after the completion of the work.

- The policy shall name the Town as additional insured.
- Coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the town.
- The policy shall contain a waiver of subrogation in favor of the Town.
- The policy shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Town and the Successful Bidder.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

c. Commercial Automobile Insurance: The successful Bidder shall provide commercial automobile insurance for any owned, non-owned or hired autos, in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall name the Town as an additional insured and provide a waiver of subrogation.

d. Umbrella or Excess Liability Insurance: The successful Bidder shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (a) through (c). The policy shall contain limits of liability in the amount of \$3,000,000 each occurrence and \$3,000,000 in the aggregate. The Town reserves the right to require higher limits of umbrella or excess liability coverage depending on the scope of the agreement.

Each of the policies described above shall be underwritten by an insurance company licensed in the State of Connecticut to underwrite that particular form of insurance. Upon execution of the contract and, upon request of the Town, at every date for renewal of the policies, the contractor shall cause a certificate of insurance to be issued by an insurance agent licensed in the State of Connecticut. The Commercial General Liability and Automobile Insurance policies shall incorporate a provision requiring written notice to the Town at least thirty (30) days prior to any cancellation, nonrenewal or reduction in policy limits.

11. **EVALUATION OF BIDS.** The Town Planner and the Board of Selectmen, will review the bids. The Town Planner and Board of Selectmen reserve the right to conduct interviews of one or more “finalists”.
12. **SELECTION CRITERIA.** The Town will apply the following selection criteria to the evaluation of proposals.

Minimum Criteria

- Developer must be authorized by the Federal Communications Commission to provide cellular/wireless communication services in the State of Connecticut.
- All portions of equipment other than the tower, antennae, antennae arrays, panels, and that which is stored in the equipment building must be suitably screened from view or must be encased in the conduits provided for that purpose or appropriately landscaped.
- The entire system must be installed to be compatible with other uses located on the property.
- Developer must demonstrate compliance with all standards of the Federal Communications Commission and must have all necessary local, federal and state certifications, permits and approvals.
- Developer must submit at least five (5) acceptable letters of reference from entities with which Developer has done business.

Comparative Criteria (not necessarily in order of importance)

- Developer's demonstrated ability to construct, maintain, repair and manage a wireless telecommunications facility.
- Lease term in years, including extension periods.
- Rent.
- Annual escalations of rent.
- Town's share (expressed as a percentage) of colocation fees.
- Tower height, structural design and camouflage techniques.
- Details of plans for screening and landscaping surrounding equipment compound.
- Plans for protection of Town-owned school bus parking lot pavement.
- Plans for co-location (i. e., number of wireless telecommunications carriers that the tower will be designed to accommodate).

13. **CONFLICT OF INTEREST.** No elected or appointed official or employee of the Town, or member of a local public agency having jurisdiction within the Town, during his or

her tenure or one year thereafter, shall be permitted to share in, have interest in or benefit from, directly or indirectly, any contract or agreement resulting from this RFP.

14. **NONDISCRIMINATION.** The consulting services between the Town and the successful Bidder will include a non-discrimination clause providing that no person shall be denied or subjected to discrimination on account of any services or activities resulting from the agreement on the grounds of sex, sexual orientation, gender identity or expression, race, color, creed, national origin, age (except minimum age and retirement provision), marital status, or the presence of any sensory, mental or physical handicap. Any violation of the provision shall be considered a violation of a material provision of the agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement and may result in ineligibility for further Town contracts. The successful Bidder shall provide a non-discrimination certification. The Town is an AA/EEO employer, and encourages MBE and WBE firms to apply.
 15. **RESERVATION OF RIGHTS.** The Town reserves the right to reject any, or any part of or all bids for any reason; to waive informalities and technicalities; and to accept the bid which the Town deems to be in its best interest, whether or not it is the highest bid. The Town reserves the right to review the bids and reject all bids or take no action or elect not to select any bid. The Town reserves the right to cancel the RFP at any time and to reissue this or a substitute RFP at a later date. The Town reserves the right to review the bids and decide not to undertake the project. In its sole discretion and without prejudice, the Town will award a contract to the Bidder that the Town feels is best suited to enter into a lease with the Town and construct a suitable wireless telecommunications facility. The RFP does not constitute a contract or offer of employment.
-

RFP - LEASE OF REAL PROPERTY FOR WIRELESS TELECOMMUNICATIONS FACILITY
RFP NO. 2021-08

BID FORM

The undersigned declares that she/he has carefully examined the RFP's Specific Requirements, Minimum Requirements and General Conditions and proposes to enter into a lease of real property for the construction of a wireless telecommunications facility as follows.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Acknowledgement of Addenda

Bidder hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Certification

The undersigned attests that this Bid complies with the RFP's Specific Requirements, Minimum Requirements and General Conditions except as noted here and on separate typewritten pages (if necessary) included with and made a part of this Bid.

EXCEPTIONS (if any): _____

COMPANY NAME: _____

STREET ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME OF PERSON SIGNING: _____ TITLE: _____

TELEPHONE: _____ EMAIL: _____